

Deloitte.

Deloitte Restructuring Inc.
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October 6, 2015

TO THE CREDITORS OF 663230 NB INC.

Sir/Madam,

Subject: 663230 NB Inc. ("663230" or the "Company")

We enclose the following documents for your review and completion:

1. Proposal of 663230 filed with the Official Receiver on September 25, 2015;
2. Report of the Proposal Trustee on the Proposal dated October 5, 2015;
3. 662230 Statement of Affairs dated September 25, 2015;
4. Proof of Claim Form; and
5. Proxy and Voting Letter.

The meeting of creditors to vote on the proposal is scheduled for October 16, 2015 at 10am at the location of the Company, 100 Rue Rice, Edmundston, New Brunswick, E3V 1T4.

If you have any questions with respect to the above or enclosed please contact the undersigned at your earliest convenience.

Sincerely,

DELOITTE RESTRUCTURING INC.

Acting in its capacity as Trustee under the Proposal of
663230 NB Inc.
and not in its personal capacity

Per:



Jean Goguen, CPA, CMA, CIRP

Enclosure (Creditor Package)

Estate No: 51-2000260
Court No: 21256
Division No: 02-Fredericton

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF:
663230 NB INC.**

**OF THE CITY OF EDMUNDSTON
IN THE PROVINCE OF NEW BRUNSWICK**

PROPOSAL

663230 NB Inc. ("663230" or the "Company"), an insolvent corporation, hereby submits the following Proposal pursuant to Section 50 of the *Bankruptcy and Insolvency Act (Canada)*.

PART I

INTERPRETATION

Definitions

1. In this Proposal, the following items have the meanings herein set out:
 - a. "Assomption" means Place de l'Assomption Limitée / Assomption Place Limited, a financial services company;
 - b. "BDC" means Business Development Bank of Canada, a financial institution;
 - c. "BIA" means the *Bankruptcy and Insolvency Act (Canada)*, R.S.C. 1985, c.B-3, as amended;
 - d. "Caisse" means Caisse Populaires Trois Rives Ltee, a financial institution;
 - e. "Claim" means any indebtedness, liability, action, cause of action, suit, debt due, account, bond, covenant, contract, counterclaim, demand, claim, right and obligation of any nature whatsoever of 663230 other than a secured creditor to any person, whether liquidated, unliquidated, fixed, contingent, matured, legal, equitable, present, future, known or unknown and whether by guarantee, surety or otherwise, incurred or arising or relating to the period prior to the NOI Date, or based in whole or in part on facts, contracts or arrangements which occurred or existed prior to the NOI Date, together with any other claims provable in bankruptcy had 663230 become bankrupt on the NOI Date, including without limitation, repudiation, disclaimer or termination of any lease, license, contract, arrangement or contract of employment prior to the NOI Date, providing that all claims shall be allowed without allowance for interest after the NOI Date (except as otherwise provided for in this Proposal) and without allowance for penalties and net of any normal discounts. All claims must be converted to Canadian Dollars as of May 29, 2015;
 - f. "Convenience Class" means the first \$600 of any Unsecured Creditors Proven Claim;
 - g. "Court" means the Court of Queen's Bench of New Brunswick in Bankruptcy;
 - h. "Court Approval Order" means the final order of the Court approving this Proposal in accordance with Section 60 of the BIA;

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- i. "Creditors" means the Secured, Preferred and Unsecured Creditors of 663230, and for greater certainty does not include Subsequent Creditors in respect of only the amounts described in Paragraph 12 hereof;
- j. "Deferred Creditor" means an Unsecured Creditor with a Proven Claim that is related to 663230 as per the definition of a 'related person' in accordance with Section 4 of the BIA;
- k. "Estate" means the estate of 663230 under this Proposal pursuant to the BIA;
- l. "Effective Date" means the date seven days after the Court Approval Order and the expiration of all appeals;
- m. "Event of Default" means when any of the following occur:
 - i. Failure to pay a Creditor the amounts to be repaid in accordance with the terms hereof; and
 - ii. Statutory defaults under the BIA;
- n. "Filing Date" means September 25, 2015 the date on which 663230 filed this Proposal with the Official Receiver in Halifax, Nova Scotia;
- o. "Fund" means monies provided by 663230 to the Proposal Trustee in order to satisfy the Proven Claims of the Creditors pursuant to the terms of this Proposal that is not to exceed \$160,000;
- p. "Inspector" means any persons appointed or elected as Inspectors of 663230 pursuant to Paragraph 20 of this Proposal;
- q. "Lien" means any mortgage, charge, pledge, assignment by way of security, lien, hypothec, security interest, deemed trust or other encumbrance granted or arising pursuant to a written agreement or statute or otherwise created by law;
- r. "Maturity Date" means the date on which all payments to Creditors have been made, provided that no Event of Default has occurred under this Proposal that has not been cured or waived;
- s. "NOI Date" means May 29, 2015, the date which 663230 filed its Notice of Intention to File a Proposal with the Official Receiver;
- t. "Preferred Creditors" means those persons with Claims against 663230 provable pursuant to the BIA as of the NOI Date whose Claims are entitled to be paid in priority to the claims of Unsecured Creditors as provided in Section 136 of the BIA;
- u. "Priority Creditors" means a Creditor with a Proven Claim that ranks in priority to the Proven Claims of Secured Creditors pursuant to the BIA or other legislation;
- v. "Proposal" means this Proposal of 663230 under the BIA, as amended or supplemented from time to time;
- w. "Proposal Period" means the period between the Filing Date and the Maturity Date;
- x. "Proposal Trustee" and "Deloitte" means Deloitte Restructuring Inc, a licensed trustee of New Brunswick, the Proposal Trustee acting in the Proposal of 663230;

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- y. "Proven Claim" means a provable claim pursuant to the BIA against 663230 as of the NOI Date of a Creditor in respect of its Claim which has been proven in accordance with the provisions of the BIA;
- z. "Secured Creditors" means a party holding a claim that is secured:
 - i. By operation of law; or
 - ii. By a Lien that is duly registered or otherwise perfected in accordance with applicable law;
- aa. "Shared Services Agreements" means the HVAC System Agreement and the Reimbursement of Electricity Cost Agreement entered into with Assomption on dated August 31, 2012;
- bb. "Subsequent Creditor" means a person who provided goods and services on credit to 663230 subsequent to the NOI Date to and including the Effective Date, and employees of 663230 employed subsequent to the NOI Date to and including the Effective Date;
- cc. "Unsecured Creditors" means those persons with ordinary unsecured Claims (including contingent claims) provable pursuant to the BIA against 663230 as at the NOI Date which are not preferred pursuant to Section 136 of the BIA.

Headings

- 2. The division of this Proposal into parts, paragraphs and sub-paragraphs, and the insertion of headings herein, is for the convenience of reference only and is not to affect the construction or interpretation of this Proposal. Unless otherwise provided in this Proposal, references herein to parts, paragraphs and sub-paragraphs are references to parts, paragraphs and sub-paragraphs of this Proposal.

Number, etc.

- 3. In this Proposal, where the context requires a word importing the singular includes the plural and vice versa, and a word importing gender includes the masculine, feminine and neutral genders.

Successor and Assigns

- 4. This Proposal will be binding upon and will ensure to the benefit of the heirs, administrators, executors, personal representatives, successors and assigns of all persons named or referred to herein including, without limitation, all Creditors.

PART II PURPOSE AND EFFECT OF THE PROPOSAL

Purpose of Proposal

- 5. The purpose of this Proposal is to effect a restructuring of the business and affairs of 663230 in the expectation that the Creditors as a whole will derive a greater return than would result from a forced liquidation of its assets.

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Effect of Proposal

6. This Proposal restructures the affairs of 663230 and amends the terms of any and all agreements between 663230 and the Creditors existing as at the Effective Date to the extent affected by the Proposal, and provides the essential terms on which all Claims will be fully and finally resolved and settled. During the Proposal Period, the provisions of Section 69.1 of the BIA shall be in effect. Without limiting the generality of the foregoing, during the Proposal Period all Creditors will be stayed from commencing or continuing any proceeding or remedy against 663230 or any of its property or assets in respect of a Claim, including, without limitation, any proceeding or remedy to recover payment of any monies owing to Creditors, to recover or enforce any judgment against 663230 in respect of a Claim or commence any formal proceedings against it in respect of a Claim other than as provided under the Proposal.

Persons Affected

7. This Proposal will, as of the Effective Date, be binding on 663230 and all Creditors in the manner provided for in this Proposal and the BIA.

PART III RESTRUCTURING OF 663230

8. 663230 will fund the Proposal, through cash flow generated from its operations, as follows:
 - i. 663230 will generate the necessary funds for payment in full of Priority Creditor Claims outstanding against 663230 as at the Effective Date in accordance with Part VI of this Proposal;
 - ii. 663230 will generate the necessary funds to meet the terms of the Proposal for the Secured Creditors' claims against 663230 in accordance with Part VII of this Proposal; and
 - iii. 663230 will provide the Proposal Trustee with the required funds to establish the Fund for full and final settlement of all Unsecured Creditors' claims against 663230 as at the NOI Date, in accordance with Part VIII of this Proposal.
9. The levy payable to the Superintendent of Bankruptcy by virtue of the provisions of subsection 147(1) of the BIA shall be payable on all distributions made by the Proposal Trustee.

PART IV CLASS OF CREDITORS AND VOTING

10. For the purposes of voting on this Proposal, there shall be two classes of Secured Creditors to which this Proposal is made, being:
 - a. Class One which shall include BDC and Caisse ("Class One Creditors"); and
 - b. Class Two which shall include Assomption (the "Class Two Creditor").
11. For the purposes of voting on this Proposal, there shall be one class of Unsecured Creditors, which shall consist of all of the Preferred Creditors, Unsecured Creditors and Deferred Creditors ("Class Three Creditors").

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**PART V
SUBSEQUENT CREDITORS**

12. Amounts owed by 663230 to Subsequent Creditors for goods, services and employment actually provided to 663230, subsequent to the NOI Date, to and including the Effective Date, but not for damages, severance or termination or other claims arising, will be paid by 663230 in the normal course of operations.

**PART VI
PRIORITY CREDITORS**

13. All Priority Creditor Claims as at the Effective Date will receive a cash payment to be made on the Effective Date for full and final settlement of such Claims.

**PART VII
SECURED CREDITORS**

14. With respect to the Class One Creditors' outstanding secured advances, 663230 and the Class One Creditors agree that:
- i. 663230 shall reduce the balance of the outstanding secured advances to 90% of the outstanding secured advances as at the Effective Date; and
 - ii. 663230 and the Class One Creditors shall enter into a forbearance agreement whereby the advances will be extinguished, per the terms of the existing loan agreements, beginning in September 2016 (the "Principal Holiday End Date"). The Company will continue to service the interest on the advances between the Effective Date and the Principal Holiday End Date.
15. 663230 and the Class Two Creditor agree that:
- i. 663230 shall reduce the balance of the outstanding secured advances to 10% of the outstanding secured advances as at the Effective Date;
 - ii. 663230 shall pay \$50,000 to the Class Two Creditor no later than October 2017 in full and complete settlement of the Class Two Creditor's Secured Claim against 663230 as at the NOI Date;
 - iii. 663230 agrees to obtain its own HVAC system, electrical supply and meter, and to discontinue service under the Shared Services Agreements, no later than nine months following the Effective Date ("Shared Services End Date"). Following the Shared Services End Date, the Class Two Creditor will not be obligated to honour the terms of the existing Shared Services Agreements;
 - iv. 663230 and the Class Two Creditor shall continue to honour the terms of the Shared Services Agreements between the Effective Date and the Shared Services End Date. 663230 agrees to pre-pay, on a monthly basis, on the first day of each month, the associated costs for the preceding month pursuant to the Shared Services Agreements;
 - v. Agreement and acceptance of the Proposal by the Class Two Creditor shall serve to resolve all outstanding claims, past and present, relating to the relationship between the Class Two Creditor and 663230, their respective shareholders, directors, officers, employees and agents. 663230 and the Class Two Creditor acknowledge and agree that the foregoing terms and conditions shall constitute a release and settlement between the

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Class Two Creditor and 663230 and shall extend to, without limiting the generality of the foregoing, to any ongoing legal proceedings before the Courts.

PART VIII UNSECURED CLAIMS

Preferred Claims and Mandatory Payments

16. Proven Claims of Preferred Creditors as of the NOI Date shall be paid in full, without interest, in priority to the claims of Unsecured Creditors, as follows:
- i. Proven Claims of current and former employees equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the BIA if 663230 became bankrupt on the NOI Date, shall be paid on the Effective Date, without interest. For greater certainty, amounts due or which may become due pursuant to this paragraph do not include claims for severance or termination;
 - ii. Proven Claims as of the NOI Date of Her Majesty in right of Canada or a province of a kind that could be subject to a demand under Section 224(1.2) of the *Income Tax Act* (Canada) or under any substantially similar provision of provincial legislation, shall be paid by 663230 on the Effective Date; and
 - iii. Proven Claims as of the NOI Date of the other Preferred Creditors shall be paid in full (without interest subsequent to the date of the filing of the NOI) in priority to all claims of Unsecured Creditors on the Effective Date in the manner as may be arranged with the Preferred Creditors but prior to any payments to the Unsecured Creditors.

Trustee Fees and Expenses

17. For the purposes of this Proposal, all proper fees of the Proposal Trustee, and the reasonable expenses and legal costs of the Proposal Trustee, on and incidental to the proceedings arising out of this Proposal (including the preparation of this Proposal) shall be paid in priority to all claims of the Secured Creditors, Preferred Creditors, Unsecured Creditors and Subsequent Creditors. Such fees shall be based on the time expended and charged by the Proposal Trustee and its legal counsel at their normal billing rates as set from time to time.

Unsecured Creditors

18. Proven Claims of Unsecured Creditors as of the NOI Date shall be paid as follows over a two year period:
- i. The Convenience class portion of the claim will be paid in full, without interest, in November 2015;
 - ii. The remaining portion of Proven Claims will be paid pro-rata, without interest, from the Fund;
 - iii. 663230 shall pay to the Proposal Trustee a Fund consisting of \$143,777 payable in equal installments of \$35,944 each, on the following dates:
 - a. November 30, 2015
 - b. August 31, 2016
 - c. November 30, 2016
 - d. August 31, 2017

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19. The Unsecured Creditors shall accept the distribution from the Fund in full and complete settlement of their Claims against 663230 as at the NOI Date.
20. Deferred Creditors shall not receive any distribution in this Proposal.

PART IX INSPECTORS

Appointment of Inspectors

21. At the statutory meeting of Creditors to consider this Proposal, such Creditors may appoint up to five Inspectors and such Inspectors shall have the powers as set out in the BIA and for greater certainty these powers include, but are not limited to the following:
 - i. To extend the dates of payments provided under this Proposal;
 - ii. To advise the Proposal Trustee from time to time on any matter the Proposal Trustee may refer to the them;
 - iii. To advise the Proposal Trustee regarding the admission or disallowance of Creditors proofs of claim where the Proposal Trustee requests such assistance;
 - iv. To approve on behalf of the Creditors any decision of the Proposal Trustee relating to any matter not contained in this Proposal which the Proposal Trustee may refer to them from time to time, including any extension of time of payment required under this Proposal; and
 - v. To waive any default in the performance of this Proposal. The Proposal Trustee shall notify the Inspectors of any default of which the Proposal Trustee becomes aware and the Proposal Trustee shall hold a meeting of Inspectors following such notice for the purpose of obtaining the instructions of the Inspectors with respect to such a default and the steps to be taken.

Decisions of Inspectors

22. Any decision, direction or act of the Inspectors may be referred to the Court by the Proposal Trustee and the Court may confirm, revoke or vary the decision, direction or act of the Inspectors and make such other order as it deems just.

PART X CONDITIONS PRECEDENT

23. As provided for in the BIA, the arrangements set out in this Proposal will not take effect unless the conditions set forth below are satisfied or waived by 663230 on or before the Effective Date:
 - i. The Court Approval Order shall have been granted;
 - ii. No order or decree restraining or enjoining the consummation of the transactions contemplated by this Proposal will have been issued; and

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- iii. All agreements or instruments necessary to effect the intention and purpose of this Proposal shall be received by 663230 and the Proposal Trustee in a form satisfactory to them.

24. The Company submitted a proposal pursuant to Section 50 of the *Bankruptcy and Insolvency Act* (Canada) on September 25, 2015. The arrangements set out in this Proposal will not take effect unless the proposal filed by 663230 is accepted by its creditors and the Court after the expiration of all appeal periods.

PART XI GENERAL

Acceptance of this Proposal

25. By acceptance of this Proposal and its approval by the Court, the Creditors shall be deemed to have accepted and consented to all matters, things and procedures provided for herein, including the full and final compromise of their Claims in accordance with Section 62(2) of the BIA.
26. By acceptance of this Proposal and its approval by the Court, the Creditors shall be deemed to have released all of their claims against any person who is or was, at any time, a director of 663230 that arose before the NOI Date and that relate to Claims where such directors (or any of them) are by law liable in their capacity as directors for such Claims. For greater certainty, such current or former directors shall be released and discharged from any and all claims in respect of any and all potential statutory liabilities as set out in section 50(13) of the BIA, provided that nothing herein shall release or discharge any current or former director from claims which:
 - i. Relate to contractual rights of one or more creditors arising from contracts with one or more directors; or
 - ii. Are based on allegations of misrepresentation made by directors to creditors or of wrongful or oppressive conduct by directors.

For greater certainty, should 663230 become bankrupt before this Proposal is fully performed, then this Paragraph 25 shall become null and void and have no force and effect.

Consents, Waivers and Agreements

27. On the Effective Date, all Creditors will be deemed to have consented and agreed to all of the provisions of this Proposal in its entirety. For greater certainty, each such Creditor will be deemed to have waived any default by 663230 in any provision, express or implied, in any agreement existing between the Creditors and 663230 that has occurred on or prior to the Effective Date, and to have agreed that, to the extent that there is any conflict between the provisions of any such agreement and the provisions of the Proposal, the provisions of this Proposal take precedence and priority and the provisions of any such agreement are amended accordingly.

Further Actions

28. 663230 and the Creditors will execute and deliver all such documents and instruments and do all such things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions completed hereby.

Proposal of 663230 NB Inc.
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Performance

29. All obligations of 663230 under this Proposal will commence as of the Effective Date. All terms of this Proposal will take effect as of the Effective Date. All obligations of 663230 under this Proposal will be fully performed for the purposes of Section 65.3 of the BIA upon the Proposal Trustee having made all payments to the Creditors provided herein.

Binding Effect

30. The provisions of this Proposal will be binding on the Creditors and 663230, and their respective heirs, executors, administrators, successors and assigns as of the Effective Date.

Compromise Effective for all Purposes

31. The payment, compromise or other satisfaction of any Claim under this Proposal shall be binding upon the Creditor holding the Claim, its heirs, executors, administrators, successors and assigns, for all purposes.

Her Majesty the Queen

32. 663230 acknowledges and agrees that Her Majesty the Queen, during the term of the Proposal, may exercise any rights of set-off to which it is entitled by law and may apply, if any:
- i. Income tax refunds pertaining to the year of the Proposal or prior years to the Company's income tax arrears;
 - ii. HST refunds or rebates to all periods for which the HST liability is due; and
 - iii. Any other tax or customs refund to which the Company may be entitled.
33. 663230 covenants and agrees that during the course of the Proposal it will:
- i. Remit current year installment payments of corporate tax and file income tax returns as required by the *Income Tax Act*;
 - ii. Remit current HST payments and file HST returns as required by the *Excise Tax Act*; and
 - iii. Remit current year payroll deductions (employment insurance premiums, Canada Pension Plan contributions and income tax deductions) as required by law.
34. 663230 covenants and agrees that all debts due to Her Majesty the Queen proved in this Proposal shall be compromised in accordance with the terms of this Proposal only in the event this Proposal is fully performed pursuant to its terms and the BIA. In the event the Company fails to comply with any of the terms of this Proposal and the Proposal is annulled pursuant to the provisions of the BIA, 663230 agrees that Her Majesty the Queen will be entitled to recover the full amount of all debts due to Her Majesty the Queen proved in the Proposal, net of any payments or dividends received.

Other

35. 663230 represents and warrants that it has disclosed all relevant information in respect of this Proposal.

Proposal of 663230 NB Inc.
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36. Any payments made by the Proposal Trustee to Creditors hereunder shall be made by the Proposal Trustee net of any levies payable or due under the BIA.
37. Upon making final payments to Creditors in accordance with this Proposal and providing a certificate to 663230 and the Official Receiver pursuant to Section 65.3 of the BIA, this Proposal shall be satisfied and all conditions and requirements fulfilled and met and the Proposal Trustee shall be entitled to be discharged.

**PART XII
THE PROPOSAL TRUSTEE**

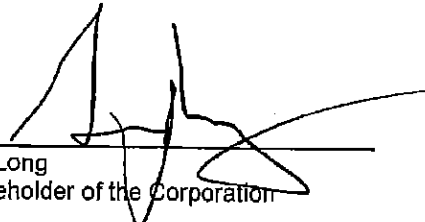
38. Deloitte shall be the Proposal Trustee and the following provisions shall apply to the Proposal Trustee:
 - i. Deloitte, in acting as Proposal Trustee, is acting as Proposal Trustee and not in its personal capacity and shall not be responsible or liable for any obligations of 663230;
 - ii. All monies and other consideration payable under the terms of this Proposal shall be paid over to the Proposal Trustee who shall make all payments in accordance with the terms of this Proposal; and
 - iii. Upon completion of all payments in accordance with the terms of this Proposal, and all other conditions and requirements being fulfilled, the Proposal Trustee shall be discharged.

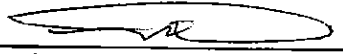
DATED at Edmundston, New Brunswick the 25th day of September, 2015.

663230 NB Inc.

Per:


Eric Long
Shareholder of the Corporation


Guy Long
Shareholder of the Corporation


Serge Lemieux
Shareholder of the Corporation

District of New Brunswick
Division No. 02 - Fredericton
Court No. 21256
Estate No. 51-2000260

The management of 663230 NB Inc. (the "Insolvent Person") has developed the assumptions and prepared the attached statement of projected cash flow of the Insolvent Person, as of the 1st day of August 2015, consisting of monthly cash flows for the period August 1, 2015 to July 31, 2017.

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in Note A, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in Note B.

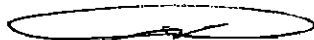
Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose described in Note A, using a set of hypothetical and probable assumptions set out in Note B. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at Edmundston, NB this 25th day of September, 2015.

663230 NB Inc.

Per:



Serge Lemieux
Director
663230 NB Inc.

**District of New Brunswick
Division No. 02 - Fredericton
Court No. 21256
Estate No. 51-2000260**

Note A:

The statement of projected cash flow is being filed pursuant to Bankruptcy and Insolvency Act s. 50.4(2) in association with the Notice of Intention to file a Proposal by 663230 NB Inc. (the "Insolvent Person").

Note B:

The following assumptions were used by management in the preparation of the statement of projected cash flow of the Insolvent Person:

Opening cash

- The opening cash position as at August 1, 2015 pertains to money held with a financial institution

Operating Inflows

- Projected receipts are based on management's estimate on revenues generated at the hotel and restaurant properties and are based on historical revenues and occupancy rates

Operating Outflows

- Projected outflows are based on management's estimates of the costs required to operate the hotel and restaurants properties and are based on historical operating costs normalized for restructuring activities as contemplated within the Proposal



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Court No. 21256
Estate No. 51-2000260**

The attached statement of projected cash flows of 663230 NB Inc. (the "Insolvent Person"), prepared as of the month beginning August 1st, 2015, consisting of monthly projections through the month ending July 31, 2017, has been prepared by the management of the Insolvent Person for the purpose described in Note A, using the probable and hypothetical assumptions set out in Note B.

Our review consisted of inquiries, analytical procedures and discussions related to information supplied to us by the management and employees of the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by management for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

- (a) the hypothetical assumptions are not consistent with the purpose of the projection;
- (b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- (c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in Note A, and readers are cautioned that it may not be appropriate for other purposes.

Dated at Moncton, NB this 25th day of September, 2015.

DELOITTE RESTRUCTURING INC.

Trustee under the Notice of Intention to file a Proposal for
663230 NB Inc
And not in its personal capacity


Per:

A handwritten signature in black ink, appearing to read 'J. Goguen', written in a cursive style.

Jean Goguen, CPA, CMA, CIRP
Vice President

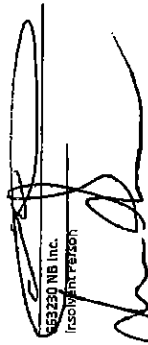
663230 New Brunswick Inc.
 Projected Cash Flows
 For the Period August 2015 to July 2017

	Fiscal Year Ended	
	July 31, 2016	July 31, 2017
Opening cash	\$ 259,738	\$ 215,433
Operating inflows		
Hotel rooms	2,112,464	2,195,484
Restaurant and convention	1,512,000	1,599,000
Meeting rooms	80,000	80,000
Cash receipts from operations	3,704,464	3,874,484
Operating outflows		
Cost of goods sold	1,262,237	1,376,398
Operating expenses	1,848,404	1,739,927
Salaries	574,560	616,504
Professional fees	65,000	15,000
HST payable	132,502	131,855
Cash disbursements from operations	3,682,703	3,879,684
Cash flows from operations	21,761	(5,190)
Proposal funding	66,066	51,807
Closing cash	215,433	158,436


 663230 NB Inc.
 Insolvent Person
 Dalpierre Restructuring Inc.
 Trustee under the Notice of Intention to File a Proposal
 for 663230 NB Inc.
 and not in its personal capacity

663230 New Brunswick Inc.
 Projected Cash Flows
 For the Period August 2015 to July 2017

	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Fiscal 2016	Fiscal 2017
Operating cash	\$ 259,738	\$ 477,916	\$ 450,717	\$ 383,279	\$ 297,407	\$ 262,423	\$ 199,700	\$ 147,656	\$ 116,710	\$ 83,877	\$ 117,230	\$ 133,880	\$ 259,738	\$ 211,464
Operating inflows														
Hotel rooms	390,121	168,405	174,019	128,760	110,687	110,687	109,500	128,804	131,758	170,985	185,246	307,773	2,112,464	1,648,404
Restaurant and convention	160,000	192,000	169,800	112,300	133,000	88,000	100,500	100,700	116,000	157,300	122,000	132,000	1,512,000	574,580
Meeting rooms	6,867	6,867	8,867	8,867	8,867	8,867	8,867	8,867	8,867	8,867	8,867	8,867	80,000	80,000
Cash receipts from operations	556,787	307,072	339,485	248,447	250,304	205,304	210,666	236,871	254,424	334,852	319,912	448,440	3,704,484	3,704,484
Operating outflows														
Cost of goods sold	144,866	107,983	127,103	85,188	104,170	66,839	81,977	85,356	95,454	114,780	111,470	137,469	1,262,237	1,262,237
Operating expenses	145,847	137,991	138,493	134,789	132,821	133,075	132,437	134,283	134,986	138,222	137,486	148,207	1,648,404	1,648,404
Salaries	47,880	47,880	47,880	47,880	47,880	47,880	47,880	47,880	47,880	47,880	47,880	47,880	478,800	478,800
Professional fees	417	417	417	417	417	417	417	417	417	417	417	417	4,170	4,170
HST payable	-	-	73,030	-	-	20,016	-	-	8,541	-	-	30,914	132,502	132,502
Cash disbursements from operations	338,609	334,270	406,528	268,254	285,287	289,028	262,711	267,916	287,258	301,298	287,282	304,987	3,682,703	3,682,703
Cash flows from operations	218,178	(27,198)	(67,488)	(19,807)	(34,983)	(62,723)	(52,044)	(30,945)	(32,834)	33,553	16,650	81,553	21,761	21,761
Proposal funding	-	-	-	66,066	-	-	-	-	-	-	-	-	66,066	66,066
Closing cash	477,916	460,717	383,279	297,407	262,423	199,700	147,656	116,710	83,877	117,230	133,880	215,433	215,433	215,433

663230 NB Inc.
 Insolvency Trustee

 Deloitte Restructuring Inc.
 Trustee under the Notice of Intention to File a Proposal
 for 663230 NB Inc.
 and not in its personal capacity

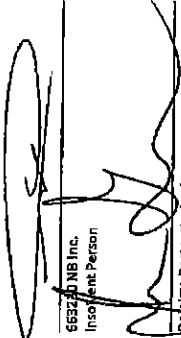
663230 New Brunswick Inc.
 Projected Cash Flows
 For the Period August 2015 to July 2017

	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Fiscal 2017
Operating cash	\$ 215,433	\$ 378,084	\$ 377,029	\$ 338,781	\$ 294,602	\$ 264,741	\$ 199,275	\$ 145,004	\$ 112,353	\$ 64,255	\$ 82,358	\$ 87,639	\$ 215,433
Operating inflows													
Hotel rooms	368,636	185,246	181,420	136,269	117,343	113,799	102,786	132,785	134,371	174,338	192,350	311,573	2,195,494
Restaurant and convention	172,333	141,333	164,133	117,839	140,333	97,333	107,833	104,033	120,333	161,333	123,333	140,333	1,599,000
Meeting rooms	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	80,000
Cash receipts from operations	578,636	333,246	352,220	280,269	267,343	217,799	217,286	243,465	281,971	342,338	331,350	458,573	3,874,494
Operating outflows													
Cost of goods sold	157,899	121,071	139,037	93,375	113,980	75,275	88,485	82,018	102,462	122,885	122,167	148,205	1,376,398
Operating expenses	180,350	151,438	138,061	133,377	131,431	131,366	130,980	132,306	146,861	150,057	152,110	162,190	1,739,927
Salaries	51,375	51,375	51,375	51,375	51,375	51,375	51,375	51,375	51,375	51,375	51,375	51,375	616,504
Professional fees	417	417	417	417	417	417	417	417	417	417	417	417	15,000
HST payable	-	-	71,579	-	-	25,732	-	-	8,955	-	-	25,569	131,655
Cash disbursements from operators	390,082	334,300	400,469	278,544	297,203	284,165	270,657	276,116	310,070	324,224	326,059	337,775	3,879,694
Cash flows from operations	188,554	(1,055)	(38,248)	(18,275)	(29,880)	(66,366)	(53,371)	(32,651)	(48,098)	18,104	5,290	70,798	(6,900)
Proposal funding	25,904	-	-	25,904	-	-	-	-	-	-	-	-	51,807
Closing cash	378,084	377,029	338,781	294,602	264,741	199,275	145,004	112,353	64,255	82,358	87,639	158,436	158,436

663230 NB Inc.
 Insolvent Person
 Reclite Restructuring Inc.
 Trustee under the Notice of Intention to File a Proposal
 for 663230 NB Inc.
 and not in its personal capacity

663230 New Brunswick Inc.
 Projected Cash Flows
 For the Period August 2015 to July 2017

	Fiscal 2016												Fiscal 2017
	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	
Operating cash	\$ 158,436	\$ 294,090	\$ 289,777	\$ 224,351	\$ 212,183	\$ 175,952	\$ 105,478	\$ 48,189	\$ 19,294	\$ (32,225)	\$ (18,457)	\$ (19,592)	\$ 158,436
Operating inflows													
Hotel rooms	402,318	188,645	205,565	151,585	121,813	114,948	109,824	140,492	142,758	175,998	209,840	319,428	2,271,253
Restaurant and convention	183,667	136,667	164,467	114,667	136,667	93,667	105,167	107,367	119,667	162,667	123,667	136,667	1,566,000
Meeting rooms	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	80,000
Cash receipts from operations	572,651	331,978	376,699	272,909	265,146	215,281	215,657	254,525	289,091	345,331	394,273	462,761	3,916,263
Operating outflows													
Cost of goods sold	155,527	119,526	142,838	95,697	111,888	74,272	87,850	95,755	104,573	129,428	122,620	147,574	1,381,826
Operating expenses	200,958	151,757	136,356	134,761	131,661	131,464	130,488	133,057	151,869	154,536	157,189	167,176	1,784,500
Salaries	54,192	54,192	54,192	54,192	54,192	54,192	54,192	54,192	54,192	54,192	54,192	54,192	650,304
Professional fees	417	417	417	417	417	417	417	417	417	417	417	417	5,000
HST payable	-	-	65,523	-	-	28,431	-	-	9,530	-	-	-	125,302
Cash disbursements from operations	411,094	326,291	402,124	265,069	298,337	288,795	272,946	283,421	320,609	332,574	394,276	462,761	3,916,263
Cash flows from operations	161,558	5,687	(25,425)	(12,168)	(33,191)	(73,514)	(57,289)	(28,896)	(51,518)	12,757	(125)	68,485	(32,640)
Proposal funding	25,904	-	50,000	-	-	-	-	-	-	-	-	-	75,904
Closing cash	294,090	289,777	224,351	212,183	175,952	105,478	48,189	19,294	(32,225)	(18,457)	(19,592)	48,893	49,853


 663230 NB Inc.
 Insole Person
 Beilize Restructuring Inc.
 in sole under the Notice of Intention to File a Proposal
 for 663230 NB Inc.
 and not in its personal capacity

Estate No: 51-2000260
Court No: 21256
Division No: 02-Fredericton

SUPREME COURT OF NEW BRUNSWICK IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE PROPOSAL OF
663230 NB INC.**

**OF THE CITY OF EDMUNDSTON
IN THE PROVINCE OF NEW BRUNSWICK**

Report of the Proposal Trustee on the Proposal

PART I

BACKGROUND

663230 NB Inc. and 663231 NB Inc. (the "Numbered Companies") were incorporated in New Brunswick on April 13, 2012 following the acquisition of the Clarion Hotel from Place de l'Assomption Limitée / Assomption Place Limited (collectively referred to as "Assomption"). As consideration for the assets, Assomption was provided a \$500,000 promissory note on August 31, 2012.

The Numbered Companies were amalgamated into 663230 NB Inc. ("663230" or the "Company") on August 1, 2014. The Company is equally owned by Serge Lemieux, Eric Long and Guy Long.

The Company owns and operates a 103-unit hotel located at 100 Rice Road, Edmundston, New Brunswick. In addition to the hotel, there is a restaurant operating under the banner Frank's Bar & Grill, and banquet and meeting facilities (collectively, the "Property").

The Company entered into a licensing agreement on June 29, 2012 with License (Canadian) OPS Limited Partnership to operate under the Starwood brand as a Four Points by Sheraton Hotel ("Four Points").

The Property is located within a commercial complex owned and operated by Assomption. On August 31, 2012, the Company entered into several operating agreements (collectively, the "Shared Services Agreements") with Assomption, as follows:

- i. Reimbursement of Electricity Cost Agreement; and
- ii. Heat, Ventilation and Air Conditioning ("HVAC") System Agreement.

On May 26, 2015, the Company received a demand for repayment ("Demand Letter") from Assomption of outstanding amounts owing under the Shared Services Agreements. The Demand Letter stated that a failure to pay all amounts outstanding would result in the interruption of services under the Shared Services Agreements on May 31, 2015.

On May 29, 2015, the Company filed a Notice of Intention to Make a Proposal ("NOI") pursuant to Section 50.4 of the Bankruptcy and Insolvency Act ("BIA"). Deloitte Restructuring Inc. ("Deloitte" or the "Proposal Trustee") was appointed as the trustee under the NOI.

On June 26, 2015, the Proposal Trustee filed its first report in respect of the Company's progress towards a restructuring plan, the Company's request for an administrative charge and the Proposal Trustee's position on the Company's application for a 45 day extension of time to make a proposal.

On July 8, 2015, the Court of Queen's Bench of New Brunswick, Trial Division (the "Court"), granted an order approving an extension of the time to make a proposal to and including August 11, 2015.

On July 8, 2015, the Court granted an order providing for an administrative charge in respect of the Proposal Trustee, its legal counsel and the legal counsel and financial advisors of the Company.

On August 10, 2015, the Proposal Trustee filed its second report in respect of the Company's progress towards a restructuring plan, and the Proposal Trustee's position on the Company's application for a 45 day extension of time to make a proposal.

On August 18, 2015, the Court granted an order approving an extension of the time to make a proposal to and including September 25, 2015.

On September 25, 2015, 663230 filed a proposal for the general benefit of its Creditors (the "Proposal").

Capitalized terms used herein shall bear the meanings ascribed to them in the Proposal, unless otherwise noted.

PART II

SUMMARY OF PROPOSAL

For the purposes of voting on the Proposal, there shall be three classes of creditors, being:

- i. Class One, which shall include Business Development Bank of Canada and Caisse Populaire Trois Rives Ltee, as Secured Creditors ("Class One Creditors");
- ii. Class Two, which shall include Assomption as a Secured Creditor (the "Class Two Creditor"); and
- iii. Class Three, which shall include all other Preferred Creditors, Unsecured Creditors and Deferred Creditors ("Class Three Creditors").

The Proposal is an operating proposal that will be funded through cash flow generated from 663230 operations, as follows:

- i. Proven Claims of Preferred Creditors as of the NOI Date shall be paid in full, without interest, in priority to the claims of Unsecured Creditors;
- ii. in consideration of the Class One Creditors' outstanding secured advances, 663230 and the Class One Creditors shall agree to:
 - a. reduce the balance of the outstanding secured advances to 90% of the outstanding secured advances as at the Effective Date. The Effective Date means the date seven days after the Court Approval Order and the expiration of all appeals; and
 - b. enter into a forbearance agreement whereby the advances will be extinguished, per the terms of the existing loan agreements, beginning in September 2016 (the "Principal Holiday End Date"). The Company will continue to service the interest on the advances between the Effective Date and the Principal Holiday End Date;
- iii. in consideration of the Class Two Creditor, 663230 and the Class Two Creditor shall agree to:
 - a. reduce the balance of the outstanding secured advances to 10% of the outstanding secured advances as at the Effective Date;
 - b. a payment of \$50,000 from 663230 no later than October 2017 in full and complete settlement of their Secured Claim against 663230 as at the NOI Date; and
 - c. 663230 shall agree to obtain its own HVAC system, electrical supply and meter, and discontinue service under the Shared Services Agreements, no later than nine months following the Effective Date ("Shared Services End Date"). Following the Shared Services End Date, Assomption will not be obligated to honour the terms of the existing Shared Services Agreements. 663230 and Assomption shall continue to honour the terms of the Shared Services Agreements between the Effective Date and

the Shared Services End Date. 663230 will agree to pre-pay on a monthly basis, on the first day of each month, the associated costs for the preceding month pursuant to the Shared Services Agreements.

- iv. Proven Claims of Unsecured Creditors as of the NOI Date shall be paid as follows over a two year period:
 - a. the first \$600 of any Unsecured Creditors Proven Claim ("Convenience Class") will be paid in full, without interest, in November 2015; and
 - b. the remaining portion of Proven Claims will be paid pro-rata, without interest from the Fund. The Fund means the monies provided by 663230 to the Proposal Trustee in order to satisfy the Proven Claims of the Creditors pursuant to the terms of the Proposal; and
 - c. the Company shall pay to the Proposal Trustee a Fund consisting of \$143,777 payable in equal instalments of \$35,944, on November 30, 2015, August 31, 2016, November 30, 2016 and August 31, 2017. The Fund is not to exceed \$160,000.

Deferred Creditors shall not receive any distribution in this Proposal.

Amounts owed by 663230 to Subsequent Creditors for goods, services and employment actually provided to 663230, subsequent to the NOI Date, to and including the Effective Date, but not for damages, severance or termination or other claims arising, will be paid by 663230 in the normal course of operations.

The professional fees owing to the Proposal Trustee and its legal counsel are to be paid in priority to any amounts distributed to Secured Creditors, Preferred Creditors, Unsecured Creditors and Subsequent Creditors.

All payments made to the Unsecured Creditors are subject to a 5% levy payable to the Office of Superintendent of Bankruptcy.

PART III

FINANCIAL POSITION AND CAUSES OF DIFFICULTIES

Subsequent to an appraisal and investigation of the affairs and property of the Company, the Proposal Trustee has determined the Company's financial difficulties resulted from:

- i. lost revenue and unanticipated capital expenditures at the time of purchase in 2012;
- ii. unexpected costs relating to a labour dispute;
- iii. hotel occupancy rates below projections provided by Four Points;
- iv. operating costs, specifically operating costs incurred under Shared Services Agreements, being materially greater than projected; and
- v. non-recurring expenses pertaining to on-going disputes with Assumption.

663230 produced internal financial statements as at August 31, 2015. The Company's financial position, as at that date, is summarized as follows:

(CAD \$000s)	August 31, 2015
Assets	
Cash	351,465
Other current assets	392,153
Fixed & other assets	5,507,647
	<u>6,251,264</u>
Liabilities	
Bank overdraft	-
Accounts payable and other current liabilities	1,187,944
Long term debt	3,949,920
Due to shareholders	726,941
	<u>5,864,805</u>
Equity	
	<u>386,459</u>
	<u>6,251,264</u>

PART IV

STATUS OF COMPANY OPERATIONS

Management of the Company continues to operate the business. As previously reported by the Proposal Trustee, the Company has undertaken various actions in working towards a successful restructuring. As a result, the Company has been able to increase the occupancy rates at the hotel while reducing expenses. The Company has also taken the required steps in assessing the costs and timeline of installing a new HVAC System.

PART V

INTERIM RECEIVER

Not applicable, as there was no appointment of an Interim Receiver during the period of the NOI.

PART VI

IDENTIFICATION AND EVALUATION OF ASSETS

The estimated realizations contained in this Report are based on the assumption that the financial position of the Company will not change materially between August 31, 2015 and October 16, 2015, the date of bankruptcy if the Proposal is not accepted by the Unsecured Creditors class and approved by the Court.

The valuation of the land and building is based on an appraisal report requested by the Company dated June 26, 2015.

According to the Company's Statement of Affairs as at September 25, 2015, and information provided to the Proposal Trustee by the Company, the Company's assets and their estimated realizable value (in liquidation) consists of the following:

Asset	Estimated Realization Value	
	Low	High
Cash	346,821	346,821
Accounts Receivable	42,305	52,882
Equipment	130,154	171,720
Inventory	43,253	54,067
Capital Assets	2,853,000	3,162,000
	<u>3,415,533</u>	<u>3,787,489</u>

Cash

The cash balance reflected in the Statement of Affairs of \$346,821 represents the Company's cash position as at September 24, 2015.

Accounts Receivable

The accounts receivable balance reflected in the Statement of Affairs of \$70,509 represents the Company's book value of receivables on September 24, 2015.

In a liquidation scenario, customers of the Company may claim offsets for service quality, for example, against the remaining accounts receivable. There are also aged receivables that are at risk of being collectible. As a result, the Proposal Trustee estimates that in a liquidation scenario, the realizable value of the accounts receivable would be between 60% to 75% of the reported balance.

Inventory and Equipment

The amount of \$184,067 reflected in the Statement of Affairs represents the Company's expected value of inventory and small equipment on-hand. The Proposal Trustee estimates the realizable value in a liquidation scenario would be between 60% to 75% of the reported balance as inventory and equipment such as food items, mattresses, linens and other materials are not expected to have a realizable value much lower than the book value.

Land and Building

The amount of \$2,853,000 reflected in the Statement of Affairs represents the Company's expected net realization in a liquidation sale of the land and building. The Company obtained an appraisal which valued the property at \$3,162,000 within an orderly sales process of 12 months. The Proposal Trustee estimates the realizable value in a liquidation scenario would be reduced due to holding costs such as heating, property taxes, security and professional fees in order to yield the appraisal value within an orderly sales process. In addition, should the liquidation of the land and building happen in a shorter period as contemplated in the appraisal, it is expected that the estimated realizable value would be lower than the appraised amount.

PART VII CONDUCT OF THE DEBTOR

The Proposal Trustee monitored the cash flows of the Company during the NOI period. The Proposal Trustee is not aware of any material payments relating to pre-NOI debts or of payments which could be viewed as reviewable under the BIA.

The Proposal Trustee is not aware of any offenses under the BIA having been committed during the NOI period.

**PART VIII
CREDITORS' CLAIMS**

According to information provided to the Proposal Trustee by the Company, the Company's Creditors as at the NOI Date are comprised of:

Category	Count	Amount
Secured	3	3,965,857
Preferred	0	-
Unsecured	80	814,636
	83	4,780,493

The Proposal Trustee is not aware of any material discrepancies between the amounts contained within the books and records of the Company and the expected claims to be filed by Creditors. Any discrepancies will be investigated by the Proposal Trustee.

**PART IX
PREVIOUS BUSINESS DEALINGS WITH THE DEBTOR**

Prior to consenting to act as Proposal Trustee on May 29, 2015, Deloitte has not been engaged to work on behalf of the Company.

Deloitte confirms that it does not have any knowledge of any conflict of interest situation arising from the acceptance of this appointment as Proposal Trustee.

**PART X
INFORMAL MEETINGS WITH MAJOR CREDITORS**

The Proposal Trustee has held several discussions with the Secured Creditors since the filing of the NOI, as well as with respect to the terms of the Proposal.

**PART XI
REMUNERATION OF THE TRUSTEE**

For the purposes of the Proposal, all proper fees of the Proposal Trustee, and the reasonable expenses and legal costs of the Proposal Trustee, on and incidental to the proceedings arising out of the Proposal, (including the preparation of the Proposal), shall be paid in priority to all claims of the Secured Creditors, Preferred Creditors, Unsecured Creditors and Subsequent Creditors. Such fees shall be based on the time expended and charged by the Proposal Trustee and its legal counsel at their normal billing rates.

**PART XII
OTHER**

The Proposal Trustee engaged Bingham Law of Moncton, New Brunswick as its legal counsel.

PART XIII
STATEMENT OF ESTIMATED REALIZATION

The Proposal Trustee estimates the realization to Unsecured Creditors under a Proposal and potential bankruptcy situation as follows:

Asset	Proposal	Liquidation in Bankruptcy	
		Low	High
Cash		346,821	346,821
Accounts receivable		42,305	52,882
Inventory		43,253	54,067
PP&E - Restaurant Equipment		78,370	94,043
PP&E - Building & Land		2,853,000	3,162,000
PP&E - Furniture and Equipment		51,784	77,676
Total Realizable Value	\$ 143,777	\$ 3,415,533	\$ 3,787,489
Less: WEPPA	Nil	80,056	33,419
Less: Professional fees	Nil	100,000	75,000
Less: Admin. Charge	Nil	35,000	25,000
Less: Operating costs	Nil	250,500	167,000
Less: Claims of Secured Creditors	Nil	3,965,857	3,965,857
	Nil	4,431,413	4,266,276
Estate Balance	143,777	Nil	Nil
Lewy to OSB	7,189	Nil	Nil
Available for distribution	136,588	Nil	Nil
Class Two Creditor	500,000		
Estimated Class Three Creditors	814,636		
Claims	1,314,636		
Dividend Yield	10%	0%	0%

The Proposal Trustee, in its preparation of the above analysis, assumes that the financial position of the Company as at October 16, 2015, the date of a potential bankruptcy, will not be materially different than the financial position as at May 29, 2015, the NOI filing date.

Based on the projected shortfalls listed above, the following can be anticipated in the context of the Proposal versus realization in a deemed bankruptcy:

- i. Class One Creditors would be at risk of not fully realizing on the security should the Company deemed bankrupt versus a 90% distribution contemplated in the Proposal;
- ii. Class Two Creditor would receive no distribution should the Company be deemed bankrupt versus the 10% distribution contemplated in the Proposal; and
- iii. Class Three Creditors would receive no distribution should the Company be deemed bankrupt versus the 10% distribution contemplated in the Proposal.

**PART XIV
RECOMMENDATIONS**

It is the opinion of the Proposal Trustee that the Proposal is in the best interests of the Secured and Unsecured Creditors. If the Proposal is rejected and the Company is deemed bankrupt, the Proposal Trustee has estimated that Secured Creditors would realize less on their security and Unsecured Creditors would receive less distributions in bankruptcy as compared to the Proposal. Accordingly, the Proposal Trustee recommends that Secured and Unsecured Creditors support the Company's Proposal. Furthermore, the Proposal Trustee intends to vote proxies received, naming the Proposal Trustee as the proxy holder, in favor of the Proposal.

Dated at Moncton, New Brunswick, the 6th day of October, 2015.

DELOITTE RESTRUCTURING INC.
In its capacity as Trustee under the Proposal of
663230 NB Inc.
and not in its personal capacity

Per:

A handwritten signature in black ink, appearing to read 'J. Goguen', written in a cursive style.

Jean Goguen, CPA, CMA, CIRP
Vice President

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 51-2000260

Original Amended

Form 78
 Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the matter of the proposal of
 663230 NB Inc.
 of the City of Edmundston, in the Province of New Brunswick

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 29th day of May 2015. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A"	1. Inventory
B14,635.59	184,067.00
Balance of secured claims as per list "B"	2. Trade fixtures, etc.
0.00	0.00
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
814,635.59	Good
2. Secured creditors as per list "B"	55,509.00
0.00	Doubtful
3. Preferred creditors as per list "C"	0.00
0.00	Bad
4. Contingent, trust claims or other liabilities as per list "D"	15,000.00
estimated to be reclaimable for	Estimated to produce
0.00	55,509.00
Total liabilities	4. Bills of exchange, promissory note, etc., as per list "F" ...
814,635.59	0.00
Surplus	5. Deposits in financial institutions
2,662,761.41	0.00
	6. Cash
	346,821.00
	7. Livestock
	0.00
	8. Machinery, equipment and plant
	0.00
	9. Real property or immovable as per list "G"
	2,853,000.00
	10. Furniture
	39,000.00
	11. RRSPs, RRIAs, life insurance, etc.
	0.00
	12. Securities (shares, bonds, debentures, etc.)
	0.00
	13. Interests under wills
	0.00
	14. Vehicles
	0.00
	15. Other property, as per list "H"
	0.00
	If debtor is a corporation, add:
	Amount of subscribed capital
	0.00
	Amount paid on capital
	0.00
	Balance subscribed and unpaid
	0.00
	Estimated to produce
	0.00
	Total assets
	3,477,397.00
	Deficiency
	NIL

I, Serge Lemieux, of the City of Edmundston in the Province of New Brunswick, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 25th day of September 2015 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Moncton in the Province of New Brunswick, on this 25th day of September 2015.

Michiel J. Vandenberg
 a commissioner of
 oaths being a
 solicitor

Serge Lemieux
 Serge Lemieux

Michiel J. Vandenberg

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 51-2000260

FORM 78 - Continued

List "A"
 Unsecured Creditors

663230 NB Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	047312 NB Inc Management 2000	5 Assomption Blvd, Unit 105 Moncton NB E1C 0C5	40,501.43	0.00	40,501.43
2	Acadie Nouvell	CP 5536, St. Pierre West Caraquet NB E1W 1B7	523.16	0.00	523.16
3	Action Plus Inc	44 Leblond Street Edmundston NB E3V 4L2	13,419.37	0.00	13,419.37
4	Alain Madore	100 Rue Rice Edmundston NB E3V 1T4	1,315.87	0.00	1,315.87
5	Armstrong's Communication Ltd	380 Salmon River Mouth Rd Coal Creek NB E4A 2T7	542.40	0.00	542.40
6	Bell Alliant	P O Box 5555 Saint John NB E2L 4V6	2,131.77	0.00	2,131.77
7	Bell Mobility	P O Box 1675 Halifax NS B3J 0A6	405.22	0.00	405.22
8	Best Western	Boul Hebert Edmundston NB	294.08	0.00	294.08
9	Boucherie Queltette	400, Rue Principale Saint Jacques NB E7B 1X9	224.71	0.00	224.71
10	Brunswick News	P O Box 1001 Moncton NB E1C 8P3	1,219.48	0.00	1,219.48
11	Buckwit Radio	23, 48E Ave Edmundston NLE3V 3C7	17.00	0.00	17.00
12	Bureau En Gros	P O Box 9, 11 Boul St. Basile NB E7C 1R7	308.71	0.00	308.71
13	Cafe Resto Service	117 Chemin Des Raymond Riviere De Loup QC E3V 3C7	178.08	0.00	178.08
14	Cameron Restaurant	15 Mount Royal Blvd Moncton NB E1E 2T9	943.09	0.00	943.09
15	Canada Bread	P O Box 4518, CRO Halifax NS	1,300.78	0.00	1,300.78
16	Canadian Hotel Supply	P O Box 57859, Sin A Toronto ON M5W 5M5	1,166.86	0.00	1,166.86
17	Capital Paper	27 Calkin Drive Kentville NS B4N 3V7	2,654.07	0.00	2,654.07
18	CFAI 101.1 Edmundson	17 Rue Costigan Edmundston NB E3V 1T4	4,874.00	0.00	4,874.00
19	Chandler	P O Box 431, Sin Main Saint John NB E2L 4L9	390.00	0.00	390.00
20	City of Edmundston Affix Finance Department	7 CH Canada Edmundston NB E3V 1T7	10,728.75	0.00	10,728.75
21	Coca-Cola	2200 Vanier Blvd Bathurst NB E2A 1H8	2,233.46	0.00	2,233.46
22	Colabor	29 St. George Ave Edmundston NB E3V 1T4	74,748.07	0.00	74,748.07
23	Concept Signs	113A 44 Ieme Ave Edmundston NB E3V 3A4	502.45	0.00	502.45
24	Conseil Economique Du NB	236 St. George St Moncton NB E1C 1W1	350.00	0.00	350.00

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 51-2000260

FORM 78 - Continued

List "A"
 Unsecured Creditors

663230 NB Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
25	CRA - Canada Revenue Agency - Tax - Atlantic Attn: c/o Nova Scotia Tax Services Office Revenue Collections Division Regional	P O Box 638, 1557 Hollis St. Halifax NS B3J 2T5	199,752.00	0.00	199,752.00
26	DMS Leasing Ltd		250.00	0.00	250.00
27	DMX Music	P O Box 2680, Stn M Calgary AB T2P 4R9	150.00	0.00	150.00
28	Eric Long	126 Des Ormes Ave Edmundston NB E3V 4J9	25.00	0.00	25.00
29	Excompte En Folie	49 Chemin Canada Edmundston NB E3V 1V1	40.00	0.00	40.00
30	Federal Express Canada Ltd. - Revenue Recovery Department Attn: Lynn Tassone	5985 Explorer Drive Mississauga ON L4W 5K6	0.00	0.00	0.00
31	Fleuriste Aux Quatre Saisons	40 Rue De L'Eglise St Edmundston NB E3V 1J2	1,052.88	0.00	1,052.88
32	Four Points by Sheraton Quebec	7900 Rue du Marigot Marigot PQ G1G 6T8	462.83	0.00	462.83
33	Gallant Enterprises	CP 444, 194 Rue St. Francois Edmundston NB E3V 3L1	542.40	0.00	542.40
34	Guy Long	44 Rue LeBlond Edmundston NB E3V 4L2	38,774.09	0.00	38,774.09
35	I&A	580 Rue Victoria Edmundston NB E3V 3N1	568.00	0.00	568.00
36	Infoweekend	322 Victoria Street Edmundston NB E3V 2H9	200.00	0.00	200.00
37	IQOR	P O Box 608, Stn B Toronto ON M2K 2P9	173.00	0.00	173.00
38	Irving Energy Distribution and Marketing Attn: Veronica	P O Box 5840, Station Main Saint John NB E2L 0C3	2,420.00	0.00	2,420.00
39	L. Boucher Inc	1360 Galle Ave PQ G1P 4E3	989.69	0.00	989.69
40	Le Legumier Du Madawaska Inc	P O Box 521 Riviere-Verte NB E7C 2M6	1,456.00	0.00	1,456.00
41	L'Erablere De La Montagne	1164 Chemin Du Pouvoir St. Joseph de Madawaska NB E7B 2M5	470.00	0.00	470.00
42	Les Entreprises Duborg	174 Victoria Street Edmundston NB E3V 2H8	5,339.00	0.00	5,339.00
43	Les Industries Corriveau	16 Chemin Bouchard Clair de Madawaska NB E7A 2C8	230.00	0.00	230.00
44	McInnes Cooper Attn: John McCoombs	P O Box 730 Halifax NS B3J 2V1	6,717.00	0.00	6,717.00
45	Medias Transcontinental	400 Sainte-Croix Suite 300 East Saint-Laurent PQ H4N 3L4	757.00	0.00	757.00
46	Monclon Fish Market	8 Du Domaine Riviere Du Loup PQ	537.00	0.00	537.00
47	MP Industriel Inc	811 Victoria Street Edmundston NB E3V 3T3	316.00	0.00	316.00

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 51-2000260

FORM 7B -- Continued

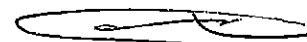
List "A"
 Unsecured Creditors

663230 NB Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
48	Multi Techniques	8 Du Domaine Reufere du Loop NB G5R 2P5	537.00	0.00	537.00
49	Napco Industries Inc	44 LeBlond Edmundston NB E3V 4L2	1,525.00	0.00	1,525.00
50	National Leasing Group Inc. Attn: Bankruptcy Designate	1525 Buffalo Place Winnipeg MB R3T 1L9	250.00	0.00	250.00
51	Notre Meilleur Service	10 Parc PTTiso Edmundston NB E3V 3X7	1,977.00	0.00	1,977.00
52	Office Du Tourism Madawaska	121 Victoria Street Edmundston NB E3V 2H5	7,152.00	0.00	7,152.00
53	Office Interiors	656 Windmill Rd Dartmouth NS B3B 1B8	627.00	0.00	627.00
54	Orkin Canada	5840 Falbome Street Mississauga ON L5R 4B5	287.00	0.00	287.00
55	Oils Canada	P O Box 57445, Stn A Toronto ON M5M 5M5	1,892.00	0.00	1,892.00
56	Oxygaz	625 Rue Principale St. Basile NB E7C 1L1	191.00	0.00	191.00
57	Pattison Sign Group Attn: Vince Santaguida	555 Ellesmere Road Scarborough ON M1R 4E8	37,061.00	0.00	37,061.00
58	Place de L'Assomption Ltee	770 Main Street Moncton NB E1C 1E7	142,733.00	0.00	142,733.00
59	R&E Pellerin Ltee	P O Box 671 Edmundston NB E3V 3S1	4,542.00	0.00	4,542.00
60	Radio Edmundston	64 Rice Street Edmundston NB E3V 1Y2	221.00	0.00	221.00
61	Raymond Chabot Grant Thornton	607 Victoria Street Edmundston NB E3V 2K9	2,825.00	0.00	2,825.00
62	Riverview Eggs Inc	2282 Rue Centrale St. Hilaire NB E3V 4W1	1,056.00	0.00	1,056.00
63	Rogers Communications Proposals c/o FCT Default Solutions Attn: Insolvency Department	PO Box 2514, Station B London ON N6A 4G9	1,334.00	0.00	1,334.00
64	Rona Inc. - Head Office Attn: Alain Dumas	220 Chemin Du Tremblay Boucherville QC J4B 8H7	100.00	0.00	100.00
65	Royaume Du Tapis Inc	120 Rue Victoria Edmundston NB E3V 2H6	5,481.00	0.00	5,481.00
66	Sani-Plus Inc	1600, rue Pincelier L'Anclenne-Lorette QC G2E 6B7	1,183.00	0.00	1,183.00
67	Saputo Dairy	P O Box 367 Edmonton AB	1,487.00	0.00	1,487.00
68	Sarnon Holding	21 Rue Morneau Edmundston NB E3V 4J3	75.00	0.00	75.00
69	Serge Lemieux	61 Rue Des Erables Edmundston NB E3V 4J4	16,748.00	0.00	16,748.00
70	Sonorisation Clefs	617- A Canada Road Edmundston NB E3V 1W3	1,858.00	0.00	1,858.00
71	Staples Advantage	P O Box 2050 Halifax NS B3J 2Z1	1,122.00	0.00	1,122.00

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 51-2000260

FORM 78 - Continued

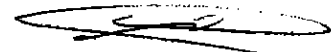
List "A"
 Unsecured Creditors

663230 NB Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
72	Starwood Hotels	P O Box 198872 Atlanta GA 30384-8872 USA	15,395.00	0.00	15,395.00
73	Telegraph Journal	Box 5777 Saint John NB E2L 4M3	293.00	0.00	293.00
74	Tina Davidson	24 Lower Mountain Road Boundary Creek NB E1G 4E1	506.00	0.00	506.00
75	Toner Realty	16 Caswell Street Grand Falls NB E3Z 1A6	4,774.00	0.00	4,774.00
76	Unifor	301 Ave Laurier Ouest Ottawa ON K1P 6M6	798.00	0.00	798.00
77	UPS	Box 4900, Stn A Toronto ON M5M 0A7	131.89	0.00	131.89
78	Visa Desjardins Attn: Centre de Perception	425 av Viger O Montréal QC H2Z 1W5	138,025.00	0.00	138,025.00
79	WorkSafeNB / Travail sécuritaire NB - Head Office Attn: Claude Savoie	PO Box 160 1 Portland St. Saint John NB E2L 3X9	250.00	0.00	250.00
80	Yvon & R. Belzile	1515 Chemin Balsley St Jacques NB E7B 2A7	4.00	0.00	4.00
Total:			814,635.59	0.00	814,635.59

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 51-2000260

FORM 78 - Continued

List "B"
 Secured Creditors

663230 NB Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Business Development Bank	121 Rue De L'Eglise Edmundston NB E3V 1J9	1,617,154.00	Real Property or Immovable - Building and Land - Edmundston - 100 Rue Rice Business Assets - Stock In Trade - Various Equipment Debts Due - Business - Account Receivables Business Assets - Stock In Trade - Inventory Furniture - Furniture/Various Cash on hand - Cash	25-Sep-2015 25-Sep-2015 25-Sep-2015 25-Sep-2015 25-Sep-2015 25-Sep-2015	1,377,578.00 130,000.00 55,509.00 54,067.00 0.00 0.00		
2	Caisse Populaire Trois Rives Ltée	232 Victoria Street Edmundston NB E3V 2H9	1,848,703.00	Cash on hand - Cash Furniture - Furniture/Various Real Property or Immovable - Building and Land - Edmundston - 100 Rue Rice Business Assets - Stock In Trade - Various Equipment Debts Due - Business - Account Receivables Business Assets - Stock In Trade - Inventory	25-Sep-2015 25-Sep-2015 25-Sep-2015 25-Sep-2015 25-Sep-2015 25-Sep-2015	346,821.00 38,000.00 1,463,882.00 0.00 0.00 0.00		
3	Place de L'Assomption Ltée	770 Main Street Moncton NB E1C 1E7	500,000.00	Real Property or Immovable - Building and Land - Edmundston - 100 Rue Rice Cash on hand - Cash Business Assets - Stock In Trade - Various Equipment Debts Due - Business - Account Receivables Business Assets - Stock In Trade - Inventory Furniture - Furniture/Various	25-Sep-2015 25-Sep-2015 25-Sep-2015 25-Sep-2015 25-Sep-2015 25-Sep-2015	11,540.00 0.00 0.00 0.00 0.00 0.00		488,460.00
Total:			3,965,857.00			3,477,397.00	0.00	488,460.00

25-Sep-2015

Date


 Serge Lemieux

District of: New Brunswick
Division No. 02 - Fredericton
Court No. 21256
Estate No. 54-2000260

FORM 78 - Continued

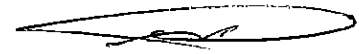
List "C"
Preferred Creditors for Wages, Rent, etc.

663230 NB Inc.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
Division No. 02 - Fredericton
Court No. 21256
Estate No. 51-2000260

FORM 78 - Continued

List "D"
Contingent or Other Liabilities

663230 NB Inc,

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 51-2000260

FORM 78 - Continued

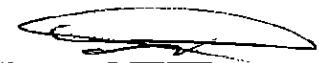
List "E"
 Debts Due to the Debtor

663230 NB Inc.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Account Receivables		Account Receivables	55,509.00 0.00 15,000.00			55,509.00	
Total:				55,509.00 0.00 15,000.00			55,509.00	

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
Division No. 02 - Fredericton
Court No. 21256
Estate No. 51-2000260

FORM 78 - Continued

List 'F'

Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

663230 NB Inc.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
				Total: 0.00		0.00	

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 51-2000260

FORM 78 - Continued

List "G"
 Real Property or Immovables Owned by Debtor

663230 NB Inc.

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypotheca, or other encumbrances (name, address, amount)	Equity or surplus
Building and Land - Edmundson - 100 Rue Rice			2,853,000.00	Business Development Bank 121 Rue De L'Eglise Edmundston NB E3V 1J9 1,617,154.00 Caisse Populaire Trois Rives Ltée 232 Victoria Street Edmundston NB E3V 2H9 1,848,703.00 Place de L'Assomption Ltée 770 Main Street Moncton NB E1C 1E7 500,000.00	0.00
Total:			2,853,000.00		0.00

25-Sep-2015

Date


 Serge Lemieux

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 51-2000260

FORM 7B -- Concluded

List "H"
 Property

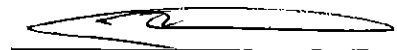
663230 NB Inc.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade		Various Equipment Inventory	0.00 0.00	130,000.00 54,067.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			346,821.00	346,821.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture		Furniture/Various	0.00	38,000.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
			Total:	568,888.00

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
Division No. 02 - Fredericton
Court No. 21256
Estate No. 51-2000260

FORM 92
Notice of Proposal to Creditors
(Section 51 of the Act)

In the matter of the proposal of
663230 NB Inc.
of the City of Edmundston, in the Province of New Brunswick

Take notice that 663230 NB Inc. of the City of Edmundston in the Province of New Brunswick has lodged with us a proposal under the Bankruptcy and Insolvency Act.

A copy of the proposal, a condensed statement of the debtor's assets, and liabilities, and a list of the creditors affected by the proposal and whose claims amount to \$250 or more are enclosed herewith.

A general meeting of the creditors will be held at 100 Rue Rice, Edmundson, NB on the 16th day of October 2015 at 10:00 AM.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting.

Dated at the City of Saint John in the Province of New Brunswick, this 29th day of September 2015.

Deloitte Restructuring Inc. - Trustee

44 Chipman Hill, Brunswick House, 7th Floor
Saint John NB E2L 4R9
Phone: (506) 632-1080

(A form of proof of claim, a form of proxy and a voting letter should be enclosed with each notice.)

FORM 92 -- Continued

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
047312 NB Inc Management 2000	5 Assomption Blvd, Unit 105 Moncton NB E1C 0C5		40,501.43
Acadie Nouvell	CP 5536, St Pierre Wesr Caraquet NB E1W 1B7		523.16
Action Plus Inc	44 Leblond Street Edmundston NB E3V 4L2		13,419.37
Alain Madore	100 Rue Rice Edmundston NB E3V 1T4		1,315.87
Armstrong's Communication Ltd	380 Salmon River Mouth Rd Coal Creek NB E4A 2T7		542.40
Bell Aliant	P O Box 5555 Saint John NB E2L 4V6		2,131.77
Bell Mobility	P O Box 1675 Halifax NS B3J 0A6		405.22
Best Western	Boul Hebert Edmundston NB		294.08
Brunswick News	P O Box 1001 Moncton NB E1C 8P3		1,219.48
Bureau En Gros	P O Box 9, 11 Boul St Basile NB E7C 1R7		308.71
Business Development Bank	121 Rue De L'Eglise Edmundston NB E3V 1J9		1,617,154.00
Caisse Populaire Trois Rives Ltee	232 Victoria Street Edmundston NB E3V 2H9		1,848,703.00
Cameron Restaurant	15 Mount Royal Blvd Moncton NB E1E 2T9		943.09
Canada Bread	P O Box 4518, CRO Halifax NS		1,300.78
Canadian Hotel Supply	P O Box 57859, Stn A Toronto ON M5W 5M5		1,166.86
Capital Paper	27 Calkin Drive Kentville NS B4N 3V7		2,654.07
CFAI 101.1 Edmundson	17 Rue Costigan Edmundston NB E3V 1T4		4,874.00
Chandler	P O Box 431, Stn Main Saint John NB E2L 4L9		390.00

FORM 92 — Continued

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
City of Edmundston Finance Department	7 CH Canada Edmundston NB E3V 1T7		10,728.75
Coca-Cola	2200 Vanier Blvd Bathurst NB E2A 1H8		2,233.46
Colabor	29 St George Ave Edmundston NB E3V 1T4		74,748.07
Concept Signs	113A 44 Ieme Ave Edmundston NB E3V 3A4		502.45
Conseil Economique Du NB	236 St George St Moncton NB E1C 1W1		350.00
CRA - Canada Revenue Agency - Tax - Atlantic c/o Nova Scotia Tax Services Office Revenue Collections Division Regional Intake Centre for Insolvency	PO Box 638, 1557 Hollis St Halifax NS B3J 2T5		199,752.00
DMS Leasing Ltd	50 Chorley New Road Boiton NB		250.00
Fleuriste Aux Quatre Saisons	40 Rue De L'Eglise St Edmundston NB E3V 1J2		1,052.88
Four Points by Sheraton Quebec	7900 Rue du Marigot Marigot PQ G1G 6T8		462.83
Gallant Enterprises	CP 444, 194 Rue St Francois Edmundston NB E3V 3L1		542.40
Guy Long	44 Rue LeBlond Edmundston NB E3V 4L2		38,774.09
IGA	580 Rue Victoria Edmundston NB E3V 3N1		568.00
Irving Energy Distribution and Marketing Veronica	PO Box 5640, Station Main Saint John NB E2L 0C3		2,420.00
L. Boucher Inc	1360 Galile Ave PQ G1P 4E3		989.69
Le Legumier Du Madawaska Inc	P O Box 521 Riviere-Verte NB E7C 2M6		1,456.00

FORM 92 — Continued

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
L'Erabiere De La Montagne	1164 Chemin Du Pouvoir St Joseph de Madawaska NB E7B 2M5		470.00
Les Entreprises Duborg	174 Victoria Street Edmundston NB E3V 2H8		5,339.00
McInnes Cooper John McCoombs	PO Box 730 Halifax NS B3J 2V1		6,717.00
Medias Transcontinental	400 Sainte-Croix Suite 300 East Saint-Laurent PQ H4N 3L4		757.00
Moncton Fish Market	8 Du Domaine Riviere Du Loup PQ		537.00
MP Industriel Inc	811 Victoria Street Edmundston NB E3V 3T3		316.00
Multi Techniques	8 Du Domaine Reuiere du Loop NB G5R 2P5		537.00
Napco Industries Inc	44 LeBlond Edmundston NB E3V 4L2		1,525.00
National Leasing Group Inc. Bankruptcy Designate	1525 Buffalo Place Winnipeg MB R3T 1L9		250.00
Notre Meilleur Service	10 Parc P'Tiso Edmundston NB E3V 3X7		1,977.00
Office Du Tourism Madawaska	121 Victoria Street Edmundston NB E3V 2H5		7,152.00
Office Interiors	656 Windmill Rd Dartmouth NS B3B 1B8		627.00
Orkin Canada	5840 Falbourn Street Mississauga ON L5R 4B5		287.00
Otis Canada	P O Box 57445, Stn A Toronto ON M5M 5M5		1,892.00
Pattison Sign Group Vince Santaguida	555 Ellesmere Road Scarborough ON M1R 4E8		37,061.00
Place de L'Assomption Ltee	770 Main Street Moncton NB E1C 1E7		642,733.00
R&E Pelletier Ltee	P O Box 671 Edmundston NB E3V 3S1		4,542.00
Raymond Chabot Grant Thomton	507 Victoria Street Edmundston NB E3V 2K9		2,825.00

FORM 92 — Concluded

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Riverview Eggs Inc	2282 Rue Centrale St Hilaire NB E3V 4W1		1,056.00
Rogers Communications Proposals c/o FCT Default Solutions Insolvency Department	PO Box 2514, Station B London ON N6A 4G9		1,334.00
Royaume Du Tapis Inc	120 Rue Victoria Edmundston NB E3V 2H6		5,481.00
Sani-Plus inc	1600, rue Pinceller L'Ancienne-Lorette QC G2E 6B7		1,183.00
Saputo Dairy	P O Box 367 Edmonton AB		1,487.00
Serge Lemieux	61 Rue Des Erables Edmundston NB E3V 4J4		16,748.00
Sonorisation Clefs	617- A Canada Road Edmundston NB E3V 1W3		1,858.00
Staples Advantage	P O Box 2050 Halifax NS B3J 2Z1		1,122.00
Starwood Hotels	P O Box 198872 Atlanta GA 30384-8872 USA		15,395.00
Telegraph Journal	Box 5777 Saint John NB E2L 4M3		293.00
Tina Davidson	24 Lower Mountain Road Boundary Creek NB E1G 4E1		506.00
Toner Reality	16 Caswell Street Grand Falls NB E3Z 1A6		4,774.00
Unifor	301 Ave Laurier Quest Ottawa ON K1P 6M6		798.00
Visa Desjardins Centre de Perception	425 av Viger O Montréal QC H2Z 1W5		138,025.00
WorkSafeNB / Travail sécuritaire NB - Head Office Claude Savoie	PO Box 160 1 Portland St Saint John NB E2L 3X9		250.00
Total			4,778,531.91

District of: New Brunswick
Division No. 02 - Fredericton
Court No. 21256
Estate No. 51-2000260

FORM 31 / 36
Proof of Claim / Proxy
In the matter of the proposal of
663230 NB Inc.
of the City of Edmundston, in the Province of New Brunswick

All notices or correspondence regarding this claim must be forwarded to the following address:

In the matter of the proposal of 663230 NB Inc. of the City of Edmundston in the Province of New Brunswick and the claim of _____ creditor.

I, _____ of the city of _____, a creditor in the above matter, hereby appoint _____ of _____ to be my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without) power to appoint another proxyholder in his or her place.

I, _____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____ do hereby certify:

1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____ creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of proposal, namely the 29th day of May 2015, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description.)

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ _____, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts.)

E. CLAIM BY WAGE EARNER OF \$ _____

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____

F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____

G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I _____ (am/am not) (or the above-named creditor _____ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and _____ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. *(Applicable only in the case of the bankruptcy of an individual.)*

Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at _____, this _____ day of _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____

Name and Title of Signing Officer

Return To:

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Deloitte Restructuring Inc. - Trustee

44 Chipman Hill, Brunswick House, 7th Floor
Saint John NB E2L 4R9
Phone: (506) 632-1080 Fax: (506) 632-1210
E-mail: jgoguen@deloitte.ca

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 20(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

District of: New Brunswick
Division No. 02 - Fredericton
Court No. 21256
Estate No. 51-2000260

FORM 37

Voting Letter
(Paragraph 5(1)(f) of the Act)

In the matter of the proposal of
663230 NB Inc.
of the City of Edmundston, in the Province of New Brunswick

I, _____, creditor (or I, _____, representative
of _____, creditor), of _____, a creditor in the above matter
for the sum of \$ _____, hereby request the trustee acting with respect to the proposal of 663230
NB Inc., to record my vote _____ (for or against) the acceptance of the proposal as made on the
_____ day of _____.

Dated at _____, this _____ day of _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____

Name and Title of Signing Officer

Return To:
Deloitte Restructuring Inc. - Trustee
Per:

Jean Goguen
44 Chipman Hill, Brunswick House, 7th Floor
Saint John NB E2L 4R9
Phone: (506) 632-1080 Fax: (506) 632-1210
E-mail: jgoguen@deloitte.ca